

## **Official Rules: Clearwater Sweepstakes (“Sweepstakes”)**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR THE UNITED STATES, INCLUDING WASHINGTON D.C. DO NOT PARTICIPATE IF RESIDING OUTSIDE THE UNITED STATES AT THE TIME OF ENTRY. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. INCORRECT AND INCOMPLETE ENTRIES ARE VOID.**

Affidavit (or declaration) of eligibility, release of liability, and tax documents are required to accept the prize if requested by Sponsor.

Please read these official rules carefully before entering. By entering (or otherwise participating) in the Sweepstakes, you agree to these official rules, which creates a contract. Without limitation, such contract includes grants of rights and indemnities to sponsor from you, a class action waiver, and a limitation of your rights and remedies.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules (“Official Rules”) and the decisions of InvoiceCloud (“Sponsor” or “Invoice Cloud”) as final in all matters relating to this Sweepstakes. By participating, you agree to be contacted by Sponsor with sweepstakes related communications.

**Eligibility:** Sweepstakes is open to legal U.S. residents, excluding residents of Puerto Rico, who are age of majority or older in their state of residence (19+ in AL and NE; 21+ in MS, 18+ in all other states). All federal, state and local laws and regulations regarding the eligibility of participants apply. This Sweepstakes is void where prohibited or restricted by law. Verification of an entrant's eligibility may be required at the time the entry is submitted or if selected as a potential winner. This Sweepstakes is only open to natural persons and the following are ineligible: corporations, businesses, non-profit organizations, governmental agencies or other entities. Employees and members of the board of directors of InvoiceCloud and its respective affiliates, employees of InvoiceCloud Billers or clients, prize suppliers, advertising and promotion agencies, and their immediate families (spouse, parents, children and siblings and their respective spouses) and individuals living in the same households, whether related or not, are ineligible. For purposes of these Sweepstakes, an InvoiceCloud “Biller” means the direct InvoiceCloud customer that has executed a services agreement with InvoiceCloud.

**Sweepstakes Period:** Sweepstakes begins August 1, 2024 and ends at 11:59 p.m. EST on October 31, 2024 (“Sweepstakes Period”).

### **How to Enter:**

No purchase or payment is necessary to enter or to win. During the Sweepstakes Period, you (the “entrant” or “payer”) may enter the Sweepstakes through one of the following methods:

- 1) Either make an online payment or enroll in Paperless Billing with an enrolled InvoiceCloud Biller during the Sweepstakes Period; \* OR
- 2) Submit the online form via the alternate method of entry as described below\*\*

No other forms of entry into the Sweepstakes will be permitted. Sponsor is not responsible for lost, late, illegible, corrupted, or misdirected entries.

\*Any payer who is active, as defined by the account being in active status and not being deactivated for any reason during the Sweepstakes Period, and who either make an online payment or enroll in Paperless Billing during the Sweepstakes Period and is still enrolled at the time of the Sweepstakes drawing, will be entered into the Sweepstakes.

In addition, any payer who is active, as defined by the account being in active status and not being deactivated for any reason during the Sweepstakes Period and who previously enrolled and is still either enrolled in Paperless Billing or has made an online payment at the time of the Sweepstakes drawing, will

be auto-enrolled into the Sweepstakes (“Auto-Enrolled Entrant”). Auto-Enrolled Entrants may click the opt-out link provided below to be removed from the Sweepstakes.

The maximum number of entries per account is one. The Invoice Cloud service website’s database clock will be the official timekeeper for the Sweepstakes. Internet entry must be made by the entrant, through participating InvoiceCloud Billers’ payment portal.

To opt-out of the Sweepstakes, click the opt-out link [CLICK HERE](#) when presented with the Sweepstakes announcement.

\*\* If you would like to enter the Sweepstakes other than making an online payment or enrolling in Paperless Billing with an enrolled InvoiceCloud Biller, you may do so by completing the online form available [here](#). Entries must be submitted by October 31, 2024. The maximum number of entries per account is one.

Entries become the property of the Sponsor and will not be acknowledged or returned. Mechanically reproduced entries will not be accepted. Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Proof of submission does not constitute proof of entry. Sponsor is not responsible for: lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, or misdirected entries. Sponsor reserves the right to disqualify any person or e-mail address that submits more than maximum allowed entries.

The Sponsor and InvoiceCloud Billers are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by the Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

**CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY’S FEES) FROM YOU TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

**Winner Selection/Odds:** The prize winner(s) will be selected by InvoiceCloud from among all eligible entries received by InvoiceCloud in a random drawing on or about the following drawing date(s): November 15, 2024. The drawing will be conducted by the Sponsor, whose decisions are final in all matters relating to the Sweepstakes. The actual odds of winning will depend upon the total number of actual eligible entries received during the Sweepstakes Period.

**Prize:** A total of five (5) sweepstakes prizes will be awarded. The prizes consist of: five (5) \$100 Visa Gift Cards (with an ARV of \$100) each. The prizes are non-transferable, except by Sponsor which reserves the right to substitute a prize of equal value. If the actual value of any prize turns out to be less than the stated ARV or APV, the difference will not be awarded in cash. The winning prizes are provided “AS-IS” and Sponsor provides no warranty. To the extent that the third-party manufacturer of the product provides any warranty with the prize, Sponsor shall pass such warranty through to the winner. Reachdesk and Visa are in no way affiliated with this Sweepstakes or with the Sponsor. Neither the use of Reachdesk and/or Visa products as prizes nor the use of Reachdesk’s and/or Visa’s trademarks in connection with this Sweepstakes are intended to create a sense of endorsement or sponsorship by, or other false association with, Reachdesk and/or Visa or their products. In the event an advertised prize is not

available, the Sponsor may substitute a prize of equal or greater value. All costs, taxes, fees, and expenses associated with any element of the prize not specifically addressed above are the sole responsibility of the respective winner. Sponsor will not replace lost or stolen gift cards or similar items once they are in the winner's possession.

**Prize Notification:** The five (5) winners will be notified by email, phone or mail based upon available contact information ("Notification"). Each prize winner must follow the prize claim instructions provided as part of the Notification and any subsequent claim instructions, or the prize will be forfeited. Winning is subject to verification of eligibility, including verification of age and compliance with all terms and conditions of these Official Rules. If a prize winner does not respond to InvoiceCloud's Notification within 48 hours of InvoiceCloud's Notification attempt, the prize will be forfeited and awarded to an alternate winner. To claim a prize, each prize winner will be required to sign and return within forty-eight (48) hours, where legal, the Eligibility Declaration and General Liability and Publicity Release (collectively the "Winner's Documents"), which will be provided to each prize winner in due time. If a prize winner cannot be contacted in the first attempt, fails to sign and return the Winner's Documents within the required time period, or if any prize notification is returned as undeliverable, or if a prize winner rejects its prize, or in the event of noncompliance with these Official Rules and requirements, such prize will be forfeited, and an alternate prize winner may be selected from all remaining eligible entries, if time permits. Upon any prize forfeiture, Sponsor will give no compensation.

Upon each prize winner's completion of the Winner's Documents, Sponsor will endeavor to deliver, as applicable, the prize winner's prize within thirty (30) days of the acceptance of the Winner's Documents. The Sponsor will deliver, or cause to be delivered, the prize to the prize winner's address or e-mail address, as applicable, on file with the Sponsor. By accepting a prize, the prize winner consents to the use of their name and likeness for publicity purposes without further compensation, unless otherwise prohibited by law. Please see "Publicity Rights" section below for more information.

**Winners:** For the names of the five (5) prize winners, available on or about November 15, 2024, send a self-addressed stamped envelope by November 30, 2024 to: 30 Braintree Hill Office PK, Suite 303, Braintree, MA 02184]. These Official Rules will be available on the participating InvoiceCloud Payer Portal websites during the Sweepstakes Period.

**General Conditions:**

By participating in the Sweepstakes and/or accepting any prize, all entrants, prize winners, accompanying guest(s), and their respective heirs, executors, and administrators agree to release, indemnify, and hold harmless the Sponsor, Sponsor's customers, InvoiceCloud Billers, billers, partners, employees, officers, directors, parents, subsidiaries, agents, representatives, affiliates, distributors, sales representatives, successors, assigns, insurers, advertising and promotional agencies, and any immediate family members thereof (collectively, "Released Parties"), from and against any and all liability, losses, harm, damages, costs or expenses (including reasonable attorney's fees), claims or causes of action of any kind arising directly or indirectly from participation in the Sweepstakes, the receipt, acceptance, possession, use or misuse of any prize (including any associated tax or similar liability), or from any publicity about the Sweepstakes including but not limited to: (a) any technical errors that may prevent entry submission (b) unauthorized human intervention in the Sweepstakes; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries or prize delivery; (f) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Sweepstakes or receipt of any prize, or while preparing for, participating in and/or traveling to or from any prize related activity; or (g) any claims based on rights of publicity, rights of privacy, or defamation.

Released Parties do not assume or have any responsibility or liability whatsoever for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, printing, typographical, human or other errors, including, without limitation, the award of the prizes, the processing

of entries or in any Sweepstakes related materials; for entries or signups that are corrupted, misdirected, incomplete, lost, stolen, late, undelivered, delayed, garbled, damaged, illegible or postage due; for transactions or entries that fail to enter into the processing system, or are reported or transmitted late or incorrectly or are lost for any reason; or for any injury or damage to an entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes.

Sponsor reserves the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules. If in the Sponsor's opinion, there is any suspected or actual evidence of tampering or corruption or if the sweepstakes is compromised by virus, bugs, or any unauthorized human intervention, or any other causes beyond the control of the Sponsor and it is not capable of running as planned, the Sponsor reserves the right to modify, suspend or to terminate the Sweepstakes and conduct a random drawing to award the prize(s) using all eligible non-suspect entries received as of the termination date. If the Sweepstakes is terminated prior to the Sweepstakes Period, notice will be posted on the InvoiceCloud website. In addition, all entrants waive any right to rescind these Official Rules or seek injunctive or any other equitable relief. Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, in the entrant's individual capacity, without resort to any form of class action, whether as a named plaintiff or class member in any purported class or representative proceeding. All dispute resolution shall be made by the Sponsor in their sole discretion.

**Disputes/Limitation of Liability/Choice of Law:** except where prohibited, each entrant agrees that: (1) Massachusetts law, without reference to choice of law rules, governs the sweepstakes and all aspects related thereto, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees, (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits, may be awarded (collectively, "special damages"), and (4) entrant hereby waives all rights to claim special damages and all rights to such damages multiplied or increased.

Some jurisdictions do not allow certain limitations or exclusion of liability, so the foregoing may not apply to every entrant. Entrants, prize winners, and any accompanying guest(s) further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing and other releases contained herein are hereby expressly and forever waived. Entrants, prize winners, and any accompanying guest(s) acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**Data Collection:** Information collected from entrants, prize winners, and any accompanying guest(s) is subject to Sponsor's privacy policy, located at [link](#) to InvoiceCloud Privacy Policy

**Publicity Rights:** To the fullest extent permitted by law, each prize winner grants to Sponsor or Sponsor's authorized representatives the right to use his/her name, likeness, hometown and biographical information, for any lawful purpose (including but not limited to advertising and promotion), in perpetuity, in any media now known or hereafter developed, worldwide and on the Internet and World Wide Web, without notice, review, permission, approval, consent or compensation, except where prohibited by law.

**Social Media Disclosure:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, X (formerly known as Twitter), YouTube, Google or any other social media, mobile application, over-the-top application, or similar platform where this Sweepstakes may be promoted, advertised or otherwise used to disseminate information relating to the Sweepstakes.

You understand that all information is being provided to Sponsor and not to Facebook, Instagram, X (formerly known as Twitter), YouTube, Google or any other social media where this Sweepstakes may be promoted, advertised or otherwise used to disseminate information relating to the Sweepstakes. Sponsor is not responsible for practices, terms or actions taken by any of these or other social media and web services sites. You understand that you are required to comply with terms and conditions of those social media platforms.

**Force Majeure:** Sponsor shall not be liable to entrants, prize winners or any other person or entity for failure to execute the Sweepstakes, or supply a prize or any part thereof, by reason of any act of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulation, order or request proves to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, epidemics, pandemics, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or delay of any event, or any similar or dissimilar event beyond Sponsor's reasonable control.

**Severability:** The invalidity, illegality, or unenforceability of any provision of these Official Rules shall in no way affect the validity, legality, or enforceability of any other provision hereof. Any invalid, illegal, or unenforceable provision shall be deemed severed from these Official Rules and the balance of these Official Rules shall be construed and enforced as if these Official Rules did not contain such invalid, illegal, or unenforceable provision.

**Sponsor:** The Sponsor of the Sweepstakes is InvoiceCloud. 30 Braintree Hill Office PK, Suite 303, Braintree, MA 02184.